

MASTER CONTRACT

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BETWEEN

PUBLIC EMPLOYMENT
RELATIONS BOARD

FAIRFIELD COMMUNITY EDUCATION ASSOCIATION

AND

THE

FAIRFIELD COMMUNITY SCHOOL DISTRICT

FOR THE

SCHOOL YEAR

2007-2008

FAIRFIELD, IOWA

255

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ARTICLE I. Agreement

This Agreement is made and entered into at
Fairfield, Iowa, effective the 1st day of July,
2007, through the 30th day of June 2008,
by and between The Fairfield Community
School District, hereinafter referred to as
The District, and the Fairfield Community
Education Association, hereinafter referred
to as the Association.

ARTICLE II. Grievance Procedure

A. Definitions

1. Grievance

A grievance is a claim by an employee, a group of employees, or the Association, that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

2. Aggrieved Person

An aggrieved person is a person or persons making the complaint.

3. Party in Interest

A "party in interest" is the person or persons making the complaint and any person whom might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems that may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. A grievance shall be filed at Level 2 within twenty (20) school days of the occurrence giving rise to the grievance. The time limit specified may be extended by mutual agreement of the parties.

The failure of a grievant to act on any grievance within the prescribed time limits will end that grievance, and an administrator's failure to give a decision, within the time limits, shall permit the grievant to proceed to the next step.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or within a maximum of thirty (30) days thereafter.

3. Level One—Principal of Immediate Supervisor (Informal)

An employee with a possible grievance shall first discuss it with his principal or immediate supervisor, either directly or, if he or she chooses, with the assistance of the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two—Principal (Formal)

If, as a result of the informal discussion with the principal or the immediate supervisor at Level One, a grievance still exists, the aggrieved person may invoke the formal grievance procedure on the form set forth in Schedule D. The grievance form shall be available from the Principal in each building, and said form shall be signed by the grievant and a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor within twenty (20) school days of the date of the occurrence giving rise to the grievance. If the grievance involves more than one school building, it may be filed with the Superintendent or his designee.

The appropriate principal or immediate supervisor shall promptly indicate his disposition of the grievance in writing within five (5) school days following the presentation of the formal grievance, and shall furnish a copy thereof to the parties in interest and to the Association.

If the aggrieved person is not satisfied with the disposition of the grievance, or no disposition has been made within the five (5) school day period, the grievance shall be transmitted to Level Three.

5. Level Three—Superintendent

The Superintendent or his designee shall meet with the aggrieved person within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance, the Superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the Association.

If the aggrieved person is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within ten (10) school days following receipt of said grievance, the aggrieved person may proceed directly to Level Four.

6. Level Four—Arbitration

- (a) If the aggrieved person and the Association are not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.
- (b) If the aggrieved person and the Association determine that the grievance is meritorious, he/she may submit the grievance to arbitration within five (5) school days of the meeting date.
- (c) Within ten (10) school days after written notice to the Superintendent of submission to arbitration, the Superintendent and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or to obtain such a commitment within the specified time period, either party shall make a written request for a list of arbitrators to the Public Employment Relations Board. The list shall consist of seven (7) arbitrators and the party shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days and the other party shall have one (1) additional school day to remove one (1) of the six (6) remaining names. The parties shall alternate removing names with one day for each name removed. The person whose name remains shall be the arbitrator.
- (d) The arbitrator so selected shall confer with the Superintendent and the Association, and hold hearings promptly at a mutually agreed time, and shall issue his decision not later than fifteen (15) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be final and binding on the parties.
- (e) The costs of the service of the arbitrator, including per diem expenses if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. The party incurring same shall pay any other expenses incurred.

Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, a representative of his choosing, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association at Levels Two and Three, the Association shall have the right to be present at those levels as a party of interest, and shall have the right to grieve any adjustment of the employee's complaint, if such adjustment is inconsistent or contrary to the provisions of this agreement.

2. Released Time

When it is necessary for an aggrieved person(s) or an Association representative(s) to meet regarding a grievance during the workday said aggrieved person(s) and representative(s) shall be released without loss of compensation if a representative of the School District calls the meeting.

D. Miscellaneous

1. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

2. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE III. Dues Deduction

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing payroll deduction of professional dues. A member may terminate the dues checkoff any time by giving thirty (30) days written notice to the District. The District will notify the Association of termination within 3 days. The form of the authorization shall be as set forth in Schedule C. The Association shall inform their members of the dues deduction system and provide the necessary authorization forms to their members for the dues deduction.

B. Regular Deduction

Definition of "Dues" will be limited to Association member's fee for being a member of the Association. The District will not be responsible for collection initiation fees, special assessments, back dues, fines or similar items.

Pursuant to a deduction authorization, the District shall deduct one-tenth (1/10) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in October and ending in July of each year. This authorization shall be in the Board Secretary's office by October 1.

In the event an employee terminates employment prior to July, the District shall deduct one-tenth (1/10) of the total dues from the last salary check of the employee. Thereafter, the District shall not be responsible for dues deductions in regard to the terminated employee.

An employee leaving employment at the end of the school year and electing to receive their June, July and August checks at that time shall have dues deducted from the June and July checks.

C. New Employees

New employees who begin dues deduction after October shall have the total dues pro-rated on the basis of the remaining months of employment through July.

D. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the District. Changes in dues will require a new authorization form to be submitted by the members.

E. Transmission of Dues

The District shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period, and a listing of the employees for whom deduction was made.

F. Indemnification

The Association agrees to indemnify and hold harmless the District, each individual Board Member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction.

ARTICLE IV. Wages and Salaries

A. Schedule

The salary of each full time employee covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part thereof. The salary of each part-time employee shall be prorated to the salary schedule according to the time actually contracted.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Each employee shall be placed on his proper step of the salary schedule as of the effective date of this agreement. (Subject to C3, below)

2. Former employees

1. Definition

Former employees are those staff members that have taken advantage of the "Early Retirement Program" that the District offers.

2. Benefits

Former employees will be paid a sum of \$28,000 for a school calendar year and will receive benefits as described in this Master Contract as if they were a new employee to the district with the exception of employer paid major medical or dental benefits. Major Medical and Dental benefits will not be paid for former employees since that is one of the reasons for early retirement benefits.

C. Advanced on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Fairfield Community School District for one hundred twenty (120) consecutive teaching days or more in one school year. (Subject to C3 below)

2. Educational Lanes

Employees on the regular salary schedule who move from one (1) educational lane to a higher educational lane shall move to the corresponding eligible step in the higher lane. For an employee to advance from one educational lane to another advance information of intent must be filed by the employee and a advance approval shall be required from the Superintendent. Credit for courses outside an employee's assigned teaching area for movement on the salary schedule may be approved at the discretion of the Superintendent. For an employee to advance from one (1) educational lane to another, the employee shall file suitable evidence of additional educational credit within their teaching field or courses related to their teaching skills within their teaching field or one-third of the courses which qualify toward an advanced degree in education with the Superintendent no later than October 1. Teachers will receive credit for an MA degree.

3. Withholding Increments

For good reason the Board may withhold any increments in the salary schedule.

D. Non-Degree Certified Teachers

Non-degree certified teachers shall be paid the amount of the B. A. base.

E. School Nurses

The salary of a nurse with a graduate nursing degree will be 85% of the BA Lane of Schedule A. The salary of a nurse with a BS Nursing Degree will be the same as the BA Lane of Schedule A.

F. Method of Payment

1. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 25th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the teacher.

2. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

3. Final Pay

Each non-returning employee shall have the option of receiving all or any part of his earned, contracted salary on the last pay period of the in-school work year and after all their regular duties and assigned duties have been carried out.

4. Summer Checks

Summer checks, other than for summer school teachers, shall be mailed to the address designated by the employees.

5. Deductions

Deductions for a day's unauthorized absence will be made at 1/192 or 1/193 of the employee's annual regular salary, depending upon the employee's length of contract.

G. Extra Assignment and Extended Contract Rate

The salary schedule is based upon the regular school calendar.

Any employee who is assigned extra time over and above the regular school calendar, will be compensated at the rate of 100% of 1/192 of their regular salary for each extra day.

ARTICLE V. Supplemental Pay

A. Extra-Curricular Activities

1. Approved Activities

The District and the Association agree that the extra-curricular activities listed in the Supplemental Activity Levels (Schedule F) are official school-sponsored activities covered by school insurance.

2. Rates of Pay

Employee participation in extra-curricular activities as listed in the Supplemental Activity Levels (Schedule F) shall be assigned by the Principal, and shall be compensated according to the rate of pay or other stipulations in the Supplemental Pay Schedule (Schedule B), which is attached hereto and made a part thereof.

3. Placement on Supplemental Pay Schedule

Each employee affected shall be placed on his/her proper lane of the schedule as of the effective date of this agreement.

ARTICLE VI. Insurance

The District agrees to provide employees who are regularly scheduled to work at least thirty hours per week with the following insurance protection.

Beginning July 1st, 2003 the District will be offering two insurance programs, the Wellmark Protector 200 Plan and the Wellmark Copay 500 plan. The District will pay the full single under the Wellmark Copay 500 plan and the dollar amount under item 16 of this Article toward family insurance. The employee may elect to choose the Wellmark Protector 200 plan and pay the difference in the single rates between the 500 plan and the 200 plan and receive the dollar amount under item 16 of the this Article toward family insurance. Employees choosing the 200 plan will need to check with the insurance booklet for added coverage under the 200 plan.

Comprehensive Major Medical which meets the following specifications under the Wellmark Copay 500 plan.

1. Hospitalization for semi-private room with the most frequent semi-private room rate for private room.
2. Surgical benefits – Usual, Customary and Reasonable (UCR).
3. Physician visits
4. Maternity – Benefits provided same as any other illness.
5. Intensive Care.
6. One Routine Physical per member per calendar year or as medically necessary.
\$10 Copay if seeing Alliance Select Provider; otherwise, deductible then 30% of allowed charge.
7. Well Baby Care. \$10 Copay if seeing Alliance Select Provider; otherwise, deductible waived then 30% of allowed charge.
8. Blood – covers non-replaced, drawn and stored.
9. Air/Ground Ambulance as medically necessary.
10. Immunizations, no age limit
11. Prescriptions-\$10 Generic/\$20 Formulary/\$30 Non-formulary.
Copay with a separate \$250 Single/\$500 Family Out of Pocket Maximum.
12. Chiropractic---\$10 Copay if seeing Alliance Select Provider; otherwise, deductible then 30% of allowed charge.
13. DXL
14. \$5,000,000 Lifetime Maximum
15. Medical benefits are payable during a calendar year for the Covered Charges in excess of the Deductible Amount of \$500 single/\$1,000 family.
 - (a) 70/30% of any combination of Covered Charges out of Network.
80/20% of any combination of Covered Charges in Network.

- (b) 100% of any combination of Covered Charges incurred in that calendar year which exceed the \$1,000 individual out of pocket and \$2,000 family out of pocket.
- (c) Physician visits are \$10 Copay if seeing Alliance Select Provider; otherwise, deductible then 30% of allowed charge.

(Out of Pocket includes deductible and co-insurance paid by the member)

16. The District agrees to provide \$135,236 which will be divided equally to all qualified bargaining unit personnel as follows:
- (a) Partial payment of family health insurance coverage, or
 - (b) A tax sheltered annuity chosen by the employee.

Long Term Disability, which meets the following specifications:

1. Monthly Income Benefit – 60% of your covered monthly compensation to a Maximum Benefit of \$6,500.00, less any payments for that month for which you and your dependents are eligible.
2. Qualifying Period – end of sick leave.
3. Maximum Benefit Period – the maximum eligible age is extended from age 65 to age 70 or beyond as defined by A.D.E.A. and the maximum benefit payment is extended on the following basis:

Age (at Disability)	Maximum Benefit Payment Period (Following Disability Qualification Period)
Less than age 60	To age 65, but not less than 5 years
Age 60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69	12 months

Overall Income Limit – 75% of basic monthly earnings less income from other sources.

Minimum Monthly Benefit - \$100.00 or 10% of basic monthly earnings (whichever is greater.)

Dental Insurance:

1. District to pay single rate up to a total of \$19,546. If cost exceeds \$19,546, the single rate contribution will be reduced pro rata.
2. Employee can opt out of the dental insurance program. In the event that an employee does so, the employee shall execute a waiver of all dental benefits and agrees that no dollars will be received in place of any benefits and such waiver shall be executed and filed before August 1.
3. If more than 25% of the employees opt out of the dental insurance program, it shall result in cancellation of dental insurance benefits for all employees and the \$19,546.00 provided for shall be prorated back to the health and major medical insurance and added to the amount provided for in Paragraph 16.

ARTICLE VII. Sick Leave

A. Accumulative Benefits

All employees shall be entitled to their sick leave days each school year as of the first official day of said school year upon reporting for work. Certified personnel shall be entitled leave of absence for personal illness or injury with full pay at a rate of ten (10) days for the first year, eleven (11) days for the second year, twelve (12) days for the third year, thirteen (13) days for the fourth year, fourteen (14) days for the fifth year, fifteen (15) days for the sixth year and every year thereafter. Unused sick leave days shall be accumulated from year to year up to one hundred twenty (120) days. Sick leave use shall be deducted from the accumulated amount or 120 days, whichever is lesser.

The above amounts shall apply only to consecutive years of employment in the District, and unused portions shall be forfeited when voluntarily leaving the District.

B. Immediate Family Illness

All employees shall be entitled leave of absence at full pay for illness in the immediate family (spouse, children, parent, grandparent, or like in-laws) not to exceed five (5) days per year.

C. Notification of Accumulation

Employees shall be notified of accumulated sick leave days no later than January 25th of each school year and sign the office copy to verify its accuracy.

ARTICLE VIII. Temporary Leaves of Absence

A. Paid Leave

Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year.

1. Personal Business

Each employee may use two personal business days according to the provisions provided in this section.

An employee planning to use a personal day shall make application (on Schedule E) to the Superintendent, stating a general reason for such leave, at least five school days in advance except in the case of an emergency.

Personal business leave will not be allowed immediately following or prior to a school holiday or on an in-service day, except in unusual circumstances. Special requests (on Schedule E) for these unusual circumstances must be approved by the Superintendent and be submitted to the Superintendent at least five (5) school days in advance with reasons for the leave.

Personal business leave shall not be used for recreational purposes, vacation, seeking other employment or business that can be handled outside regular school hours.

2. Jury and Legal

Any employees called for jury duty during school hours or who is subpoenaed for an appearance in any judicial or administrative proceeding shall be provided time for these activities. Any fees or remuneration the employee receives during such hours shall be turned over to the Fairfield Community School District.

3. Professional

Request for professional leave is to be submitted to the Superintendent through the building principal and approved by the Superintendent on any request where absence from duty or reimbursement for expenses is concerned. Whenever possible teachers wanting to attend national or regional meetings should estimate expenses, on a special requisition and submit to the superintendent at the time special requisitions are due. Notification of approval should be given as soon as possible as budgetary procedures will allow.

Any person attending meetings on a local, state, or national level is required to hold regular membership in the organization sponsoring the meeting. The serving as an officer in the sponsoring organization may result in additional privileges regarding attendance of meetings over and above the schedule listed below.

If more than one teacher from a building, a department, or a grade level, request to attend the same meeting it shall be at the discretion of the superintendent as to who may attend.

- a. National and Regional Meetings ---- alternate years.
- b. State and District Meetings ---- annually.
- c. Other Professional Meetings approved by the Superintendent.

Allowable expenses for approved travel shall be paid by the school district. Expenses must be submitted by the end of the fiscal year in which expenses were incurred. If a leave request is denied because the amount appropriated in the district's budget for professional leave has been expended then such denial shall not be grievable.

Expenses will not be paid to National and Regional Meetings during the terminal year of employment, unless serving as an officer in the organization sponsoring the meeting.

Requests may be granted more often, but personnel must pay all expenses except the substitute teacher.

4. Bereavement

Certified personnel shall be granted leave of absence at full pay in case of death of spouse, child, parent, brother, sister, grandparent, grandchild, like in-laws or a member of the immediate household at the rate of three (3) days per death and two (2) days extra may be granted by the superintendent or designee. This does not accumulate. In the event of the death of an employee or student in the Fairfield Community School District, the principal or immediate supervisor of said employee shall grant to an appropriate number of employees sufficient time to attend the funeral.

5. Association

Up to nine (9) days shall be available for representative of the Association to attend conferences, conventions of the local, state and national affiliated organizations. When a substitute is necessary, the Association will pay the cost of the substitute.

B. Unpaid Leave

1. Other

Other temporary leaves of absence without pay may be granted in writing by the principal with the Superintendent's approval.

2. Religious

Any employee whose religious affiliation requires the observance of recognized holidays other than those scheduled in the school calendar shall be excused by the principal. The employee will have the salary of his/her substitute, if hired, deducted from that month's paycheck.

ARTICLE IX. Extended Leaves of Absence

A. Parental and Personal Illness

All employees shall be eligible for parental and personal illness leave subject to the following conditions:

1. Notification

The employee shall notify the District as soon as the employee foresees any necessity to alter employment commitments as a result of parental leave. If an employee is requesting an academic year's leave of absence, they shall make such a request in writing by June 1 preceding that academic year. If differences of opinion exist regarding ability to continue duties, such shall be resolved by a written statement from the employee's attending physician.

2. Return Rights

The employee shall return to previously assigned full-time duties upon submission of a statement from the attending physician certifying physical and mental fitness to resume such duties. Upon returning to employment, the employee shall assume all previous rights and privileges.

3. Pay

An employee shall be entitled to all raises and increments upon return if the employee serves at least one hundred twenty (120) days of the school year. This 120 day period need not be continuous.

4. Sick Leave Use

Sick leave may be used by an employee only in the amount of accumulated sick leave and not to extend beyond such time that the employee's physician deems the employee physically and mentally fit to return to the assigned duties of employment. The extended leave of absence shall become effective when all sick leave is exhausted or at the option of the employee.

5. Adoption

In cases of adoption of a child, application for extended leave without pay shall be made as soon as possible.

6. Benefits

Insurance shall be continued for a period of twelve (12) months beginning with the effective date of leave and consent of the insurance carrier. Insurance coverage after the effective date of leave will be at the employee's option and the employee's expense.

7. Extension Without Pay

Extended leave without pay for up to one (1) year shall be granted upon the request of the employee. Upon return from such leave, the employee will be placed on the same step of the salary schedule as when leaving. The employee shall be entitled to any new benefits that are associated with that step upon his/her return and shall then be moved to the next step on the schedule if he/she served at least one-hundred twenty (120) days of the school year that he/she took his/her leave.

B. Family Illness

A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the board. Return rights will be the same as those in section seven (A-7) of this Article.

C. Association

A leave of absence without pay for up to two (2) years shall be granted for the purpose of serving as an elected officer of the State or National Association. Return rights will be the same as those in section A-7 of this Article.

ARTICLE X. Sabbatical Leaves

A. Purpose

A sabbatical leave may be granted to an employee by the District for study, including study in another area of specialization, for travel, or for other reasons of value to the school system.

B. Conditions

Certified personnel, having completed at least four years of service in this school district, may submit a written request to the District for a one-year leave of absence for travel or study in their chosen field. The written request should contain statements indicating the basic plan for the year's travel or study. Said personnel members would not receive any remuneration from the district.

Certified personnel returning after a year's leave of absence according to above stipulation should be advanced to the same step as if they had been teaching the previous year.

The Board of Education will not approve more leave-of-absence requests in one year than three (3) certified personnel.

ARTICLE XI. Employee Work Year

A. In-School Work Year

1. Regular Contract

The in-school work year for returning employees contracted on a nine-month (9) basis may not exceed one hundred ninety-two (192) days. New personnel may be required to attend an additional one (1) day of orientation. New personnel shall not exceed one hundred ninety-three (193) contract days.

The district will add an additional day to the calendar for the 2007-08 school year to align with the mandate from the Iowa Legislature. Teachers will be compensated on a per-diem basis for the extra day.

2. Extended Contract

The in-school work year of employees contracted on a twelve-month (12) basis shall not exceed two hundred forty-four (244) days.

3. Non-Attendance

Employee attendance may not be required whenever student attendance is not required due to inclement weather.

B. Holidays

1. The regular and extended contract of employees shall include five (5) paid holidays. Such holidays shall include Labor Day, Thanksgiving, Christmas, January 1, and Memorial Day. No employee shall be required to perform duties on any of the above holidays. Employees on extended contract shall have July 4 as paid holiday if applicable.

2. Spring break shall be five days beginning on the Monday following the end of the third quarter.

ARTICLE XII. Employee Hours

A. Workday

1. Arrival and Dismissal Time

No employee shall be required to report for duty earlier than thirty (30) minutes before the opening of the students' school day, and shall be permitted to leave thirty (30) minutes after the close of the pupils' school day except for meetings deemed necessary by the staff or administration and for in-service/workdays. On Fridays or on days preceding holidays or vacations, the employees may depart after all of their responsibilities have been concluded.

2. Special Approval

A building principal or his designee may approve special individual requests for late arrival or early departure when in his/her judgement such requests are justified. Denial or approval of special approval requests for late arrival or early departure shall not be grievable and shall not be filed as a grievance under the Grievance Procedure.

B. Lunch Periods

Employees shall have an uninterrupted, duty-free lunch period five (5) days a week.

C. Leaving the Building

Employees may leave the building without requesting permission during their scheduled duty-free lunch periods, and with notification during their preparation period.

D. Elementary Preparation Time

All teachers will have a 25 minute duty-free lunch.

ARTICLE XIII. Employee Evaluation

Section 1: The classroom teaching performance of Tier I teachers shall be formally evaluated a minimum of three times each school year. Tier II Probationary teachers shall be evaluated twice per year. Tier II Career teachers shall be evaluated at least once every three years.

Section 2: By September 15th of each school year teachers shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed.

Section 3: Results of the minimum number of formal classroom observations provided for in Section 1, above, shall be in writing, with a copy to be given to the teacher, and shall be preceded by an in-class observation of the teacher's performance.

Section 4: The evaluator shall have a meeting with the teacher within twenty (20) school days following classroom observation and prior to submission of the written evaluation report to the Superintendent.

Section 5: The teacher shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in his/her personnel file. Any written statement by the employee shall be made within ten (10) working days from the receipt of the evaluation.

Section 6: All formal evaluation of classroom teaching performance of a classroom teacher shall be conducted openly and with full knowledge of the teacher.

Section 7: Any complaints directed toward an employee which are placed in his personnel file are to be promptly called to the teacher's attention in writing.

Section 8: Grievance of Evaluations.

- a. In the proceeding in which the Employer attempts to use past evaluations to justify adverse action against a Teacher, the teacher may challenge the substance of such past evaluations as being unfair and inaccurate.
- b. Adverse action shall be defined as: Withholding a step increase, suspension without pay, termination or layoff.
- c. If the adverse action against an employee is staff reduction under the Staff Reduction Article of the Contract Article XIV, the Teacher's grievance of the evaluation shall be combined with the grievance, if any filed alleging a violation of the Staff Reduction Article or any other Article grieved arising out of the same set of events.
- d. A probationary employee (Iowa Code Section 279.19) may not grieve their evaluation during their probationary period.

ARTICLE XIV. Reduction and/or Realignment of Staff

A. Applicability

This provision is applicable to all employees under this agreement.

B. Procedure

When one or more certificated staff are to be terminated because of changes in size or nature of the student population, phasing out of a special program, budgetary limitations, or changes in curriculum because of the changing needs, the following procedure will be used listed in order of priority of termination.

1. Teachers who have less than a BA/BS degree.
2. Teachers who have retired from the district and are taking or have taken advantage of the early retirement options that the District has offered. If more than one retiree is working for the District the choice of who will be terminated will be decided by the Superintendent.
3. Staff who are certificated in a subject area or grade level affected will have contracts terminated upon the following bases with each point carrying equal value:
 - a. Seniority
Length of educational experience, and seniority in the system. Seniority shall include only those years of experience in the district.
 - b. Educational Preparation
Depth of educational preparation.
 - c. Breadth of Certification
Breadth of certification and experience with different grade levels and subject matters. Verification of endorsements and approvals must be in the Superintendent's Office no later than October 1st.
 - d. Extra Duty Assignments
Extra duty assignments will be a consideration where applicable in contract termination.
4. If the above procedure results in the selection of an employee who is essential and necessary to the continuation of a program because of certification requirements, then the employee so selected shall be bypassed and the next qualified employee on the reduction list shall be selected.

C. Definition

Termination will be considered within each school division, i.e. elementary, middle school, high school, and special instruction areas. Special instruction areas are defined as instrumental music, vocal music, art, nursing, special education, home schooling, and physical education.

D. Recall

Recall will be for a period of two years in reverse order of termination under the following conditions:

1. Non-Degree Staff
There will be no recall for non-degree teachers.
2. Former Employees
There will be no recall for former employees.

3. Within School Division

Any staff member who has his/her contract terminated under provisions of this policy will have recall rights to a position for which he/she is qualified within said school division from which he/she was terminated for a period of two (2) years from his/her date of termination, and will be recalled to that position in reverse order of termination.

4. Outside School Division

Any staff member, who has his/her contract terminated and is qualified for a position in another school division, will have recall rights to that position after all terminated staff in that division has been recalled. Recall order for other divisions will be based on point value under B-2 of this Article.

E. Re-employment

Any teacher re-employed shall be given his/her experience and benefits as if continuously employed with the district if recalled within two years and if he/she remains in his/her teaching field during the recall period. If the terminated teacher is forced to seek employment outside the field of education to be gainfully employed, such terminated teacher shall be given the next highest experience step over that experience step he/she had when his/her employment was terminated.

CRITERIA FOR STAFF REDUCTION

Revised 12/81
MS changes 9/88
Revised 6/91
Added to Contract 4/92
Retyped 1/07

Criteria

EDUCATIONAL PREPARATION

MA + 30	20 POINTS
MA + 15	17 POINTS
MA	14 POINTS
BA + 30	10 POINTS
BA + 15	7 POINTS
BA	4 POINTS
NON-DEG	0 POINTS

SENIORITY

One point for each year in the district to a maximum of 20 points.

BREADTH OF CERTIFICATION

3 points for each K-12 endorsement
3 points for each K-12 approval from the D.E.'s list
Staff who are in the district at the time of a change in their certificate will have their old numbers grandfathered in. Staff will not receive points for any duplication.

Maximum of 20 POINTS

EXTRA DUTY ASSIGNMENTS

Head Major High School Activity	15 POINTS	(Level 1-2)
Head Major Middle School Activity	10 POINTS	(Level 4-5)
Assistant Major High School Activity	10 POINTS	(Level 3-4)
Assistant Major Middle School Activity	7 POINTS	(Level 5-7)
Minor High School Activity	5 POINTS	(Level 5-9)
Minor Middle School Activity	5 POINTS	(Level 6-9)
Elementary Activity	5 POINTS	(Level 8)
Middle School and High School Department Heads	5 POINTS	

Maximum of 20 POINTS

ARTICLE XV. Voluntary Transfers

A. Filing Requests

Prior to submitting a request for transfer, the teacher should confer with his/her immediate administrator.

Any teacher may apply for voluntary transfer to another building. Such application shall be in writing to the Superintendent with a copy to his/her principal.

B. Request Review

The Superintendent will review the transfer request with the immediate administrators involved and will notify the teacher in writing of the disposition of the request or voluntary transfer.

If the request for voluntary transfer is denied, the notification shall state specific reasons, which shall not be arbitrary or capricious.

C. Cancellation

Teachers may cancel requests for transfer by sending notification in writing to the Superintendent prior to the time transfer is made.

D. Return Rights

Any employee who transfers to an administrative or supervisory position and who later returns to former status shall be entitled to retain such rights as may have accrued under the Agreement prior to such transfer to administrative or supervisory status.

ARTICLE XVI. Involuntary Transfers

A. Reasons for Involuntary Transfers

A transfer may be made as a result of a change in the number of pupils in an attendance area or class or as a result of Board approved program modifications.

B. Meeting

When transfer of a staff member is necessary to fulfill the mission of the schools, the individual(s) involved shall be counseled by the building principal(s) and other immediate administrators.

C. Use of Voluntary Requests

No position(s) shall be filled by means of involuntary transfer or reassignment if in the judgement of the administration there is a qualified volunteer(s) available to fill said position(s).

D. Notice

Notice of an involuntary transfer and the reason(s) therefore shall be given in writing to employee(s) as soon as practical and in no case later than June 15th. If the District determines a need for an involuntary transfer after June 15th but before August 15th for an elementary teacher it will be no more than (2) grade levels.

E. Definition

Transfer is defined to mean the moving of staff from one building to a different building or grade level at the elementary level.

ARTICLE XVII. Seniority Provisions

A. Special Assignments

When two or more teachers desire the same extra-curricular position with skill, ability, qualifications, and subject matter competence being equal in the judgement of the administration, seniority will prevail in the making of the assignment.

ARTICLE XVIII. Safety Provisions

A. Employee Facilities

1. A serviceable desk, chair and room or office for the use of the employee and lockable storage upon request. Requests for lockable storage shall not exceed 25% of employees in the year.

B. Protective Devices

1. Such special clothing equipment and devices, as deemed necessary by the Administration for the employee to perform assigned duties in a safe manner. All such items shall be provided without charge to the employee.

C. Protection of Employees, Students, and Property

1. Use of Reasonable Force

An employee may use and apply such amount of force as is reasonable, lawful, and necessary to quell a disturbance threatening physical injury to others.

2. Reporting Assaults

Employees shall immediately report cases of an assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.

3. Worker's Compensation

In cases of absence due to personal injury involving Worker's Compensation no individual shall receive more in payment during a period of disability than his/her current salary. The employer shall not supplement an employee's worker's compensation benefits by reducing the employee's sick leave, vacation leave, or earned compensatory time entitlements, unless the employer first notifies the employee of the employee's option to supplement and the employee elects to do so supplement in writing to the superintendent. Employer's notification to employee is satisfied by notification printed on the "Work Injury Report" which is completed by each injured employee. The amount of supplemental sick pay will be computed by multiplying the employee's daily rate of pay by the number of working days the employee was absent due to the injury and subtracting the total amount of worker's compensation benefits the employee received. This result will then be divided by the employee's daily rate of pay to determine the number of sick leave days used. Doctor's medical statement may be requested if deemed necessary by the administration in questions arising out of use of sick leave.

D. Bomb Threats

1. No employee shall be asked or required to search for a bomb.

ARTICLE XIX.

Printing and Effective Date

A. Printing Agreement

Copies of this Agreement shall be printed at the expense of the District within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed by the District and the District shall provide the Association with thirty-five (35) additional copies. A copy of this Agreement shall be made available to prospective employees when presented a contract for consideration.

B. Duration Period

This agreement shall be effective as of July 1, 2007, and shall continue in effect until June 30, 2008. The salary and fringe benefit provisions shall become effective at the beginning of the first pay period of the 2007-08 school year.

C. Signature Clause

In witness whereof the parties have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 19th day of Feb., 2007.

Fairfield Community Education Association

Fairfield Community School District

By Diane M. Goudy
President

By Terry W. Baker
President

By Robert Klein
Chief Negotiator

By Gregory J. Fay
Chief Negotiator

SALARY SCHEDULE FOR 2007-2008

Schedule A

GENERATOR BASE		22900					
INCREMENTS		893		962			
Step	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30	M.A.+45
1	27366 1.195	28259 1.234	29152 1.273	30457 1.330	31419 1.372	32381 1.414	33342 1.456
2	28259 1.234	29152 1.273	30045 1.312	31419 1.372	32381 1.414	33342 1.456	34304 1.498
3	29152 1.273	30045 1.312	30938 1.351	32381 1.414	33342 1.456	34304 1.498	35266 1.540
4	30045 1.312	30938 1.351	31831 1.390	33342 1.456	34304 1.498	35266 1.540	36228 1.582
5	30938 1.351	31831 1.390	32724 1.429	34304 1.498	35266 1.540	36228 1.582	37190 1.624
6	31831 1.390	32724 1.429	33617 1.468	35266 1.540	36228 1.582	37190 1.624	38151 1.666
7	32724 1.429	33617 1.468	34510 1.507	36228 1.582	37190 1.624	38151 1.666	39113 1.708
8	33617 1.468	34510 1.507	35403 1.546	37190 1.624	38151 1.666	39113 1.708	40075 1.750
9	34510 1.507	35403 1.546	36297 1.585	38151 1.666	39113 1.708	40075 1.750	41037 1.792
10	35403 1.546	36297 1.585	37190 1.624	39113 1.708	40075 1.750	41037 1.792	41999 1.834
11	36297 1.585	37190 1.624	38083 1.663	40075 1.750	41037 1.792	41999 1.834	42960 1.876
12	37190 1.624	38083 1.663	38976 1.702	41037 1.792	41999 1.834	42960 1.876	43922 1.918
13	38083 1.663	38976 1.702	39869 1.741	41999 1.834	42960 1.876	43922 1.918	44884 1.960
14	38976 1.702	39869 1.741	40762 1.780	42960 1.876	43922 1.918	44884 1.960	45846 2.002
15	39869 1.741	40762 1.780	41655 1.819	43922 1.918	44884 1.960	45846 2.002	46808 2.044
16		41655 1.819	42548 1.858	44884 1.960	45846 2.002	46808 2.044	47769 2.086
17			43441 1.897	45846 2.002	46808 2.044	47769 2.086	48731 2.128
18			44334 1.936	46808 2.044	47769 2.086	48731 2.128	49693 2.170
19				47769 2.086	48731 2.128	49693 2.170	50655 2.212
20				48731 2.128	49693 2.170	50655 2.212	51617 2.254

SUPPLEMENTAL ACTIVITY LEVELS

LEVEL 1

Head Boys Basketball
Head Football
Head Girls Softball

Head Wrestling
Head Girls Basketball
H.S. Instrumental Music
Head Baseball

LEVEL 2

Head Girls Track
Head Boys Track
Head Sophomore Football
Quill
Future Farmers of America

H.S. Speech & Forensics
H.S. Drama
Troy Banner
Head Volleyball
H.S. Vocal Music

LEVEL 3

Head Swimming
Asst. Girls Basketball
Asst. Wrestling

Asst. Boys Basketball
Asst. Football

LEVEL 4

Tennis
Golf
Varsity Cross Country
Asst. Boys Track
Asst. Speech & Drama

Asst. Volleyball
Asst. Baseball
Asst. Softball
Asst. Girls Track
Asst. H.S. Vocal
Asst. H.S. Band

LEVEL 5

8th Football
7th Football
7th - 8th Girls Track
M.S. Vocal Music
8th Girls Basketball
8th Boys Basketball
Strength Coach
8th Wrestling

8th Volleyball
7th - 8th Boys Track
7th Volleyball
M.S. Instrumental Music
7th Girls Basketball
7th Boys Basketball
7th Wrestling

LEVEL 6

H.S. Cheerleading (per season)
H.S. Student Council
H.S. PomPon
M.S. Cross Country
Asst. 7th Basketball
Asst. 8th Basketball
Asst. 7th Football
Asst. 8th Football

M.S. Drama
M.S. Cheerleading
Asst. 7th Volleyball
Asst. 8th Volleyball
Asst. 8th Wrestling
Asst. 7th Wrestling
Asst 7th - 8th Track
8th - 9th Basketball Floater

LEVEL 7

Oracle
M.S. Yearbook

H.S. Girls Chaperone

LEVEL 8

M.S. Student Council
M.S. Art

Elementary Art
Elementary Band
Elementary Music

SCHEDULE D

Grievance Report

Date Filed

Fairfield Community School District

Distribution of Form

_____ Building

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Name of Aggrieved Person

LEVEL II

A. Date violation occurred _____

B. Section(s) of contract violated _____

C. Statement of grievance* _____

D. Relief sought* _____

Signature

Date

E. Disposition by Principal or immediate supervisor _____

Signature of Principal or Immediate Supervisor

Date

*If additional space is needed, attach additional sheets.

LEVEL III

A. _____
Signature Date Received by Superintendent

B. Disposition by Superintendent of Designee _____

Signature of Superintendent or Designee Date

LEVEL IV

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and award of arbitrator* _____

Signature of Arbitrator Date of Decision

*If additional space is needed, attach additional sheets.

NOTE: All provisions of ARTICLE II of the Agreement, dated _____, 20____,
shall be strictly observed in the settlement of grievances.

SCHEDULE E

FAIRFIELD COMMUNITY SCHOOL DISTRICT

Fairfield, IA 52556

REQUEST FOR PERSONAL BUSINESS LEAVE

_____ requests Personal Business Leave on the following

Name

date(s): _____

for the following general reasons: _____

Is a substitute necessary? _____

Date

Employee's Signature

Building Principal Signature

Approved

Superintendent or Board Secretary

Will this absence involve loss of pay? _____

NOTICE: Please complete this in duplicate 5 days prior to time of absence.

() Approval Day

() Non-Approval Day

SCHEDULE F

Dues Deduction Authorization Form

For Employer Use Only.
Do Not Fill Out.

Authorization for Payroll Deduction
for Education Association Dues.

Employee Number

First Name Initial Last Name

Date Started

Amount

I hereby request and authorize the Board of Education of:

Fairfield Community School District

As my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me and on my behalf to the Treasurer of:

Fairfield Community Education Association.

It is understood that this authorization shall begin with the October payroll and shall continue through July from the date hereof and shall thereafter continue for successive periods of one (1) year unless revoked in writing by a thirty (30) day notice to my employer and to said organization. Changes in dues will require a new authorization form to be submitted by the members.

Date _____

Signature _____

Social Security Number _____

